

**FORE**

**THE PUBLIC SERVICE COMMISSION OF**

**SOUTH CAROLINA**

**DOCKET NO. 2019-184-E**

IN RE:	)	
South Carolina Energy Freedom Act	)	
(H.3659) Proceeding to Establish	)	
Dominion Energy South Carolina,	)	<b>DOMINION ENERGY SOUTH</b>
Incorporated's Standard Offer, Avoided	)	<b>CAROLINA, INC.'S FIRST SET OF</b>
Cost Methodologies, Form Contract Power	)	<b>INTERROGATORIES TO THE SOUTH</b>
Purchase Agreements, Commitment to Sell	)	<b>CAROLINA COASTAL</b>
Forms, and Any Other Terms or	)	<b>CONSERVATION LEAGUE AND THE</b>
Conditions Necessary (Includes Small	)	<b>SOUTHERN ALLIANCE FOR CLEAN</b>
Power Producers as Defined in 16 United	)	<b>ENERGY</b>
States Code 796, as Amended) - S.C. Code	)	
<u>Ann. Section 58-41-20(A)</u>	)	

**TO: J. BLANDING HOLMAN, IV, ESQUIRE, AND STINSON WOODWARD FERGUSON, ESQUIRE, ATTORNEYS FOR THE SOUTH CAROLINA COASTAL CONSERVATION LEAGUE AND THE SOUTHERN ALLIANCE FOR CLEAN ENERGY**

Pursuant to S.C. Code Ann. Regs. 103-833 and the South Carolina Rules of Civil Procedure, Dominion Energy South Carolina, Inc. ("DESC"), by and through its undersigned counsel, hereby requests that the South Carolina Coastal Conservation League and the Southern Alliance for Clean Energy (collectively, "CCL/SACE") respond to this First Set of Interrogatories ("Interrogatories") separately and fully, under oath, and in writing within twenty (20) days of the date of service hereof to the offices of Matthew Gissendanner, Dominion Energy South Carolina, Inc., Mail Code C222, 220 Operation Way, Cayce, South Carolina 29033-3701 and the offices of Mitchell Willoughby and Andrew R. Hand, Willoughby & Hoefer, P.A., Post Office Box 8416, Columbia, South Carolina 29202-8416.

## INSTRUCTIONS

### **IT IS HEREIN REQUESTED:**

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Interrogatories shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to the Interrogatories in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the information requested below be directed to the undersigned.
5. That all exhibits be reduced to an 8.5" x 11" format.
6. That each interrogatory be reproduced at the beginning of the response thereto.
7. That, in addition to the signature and verification at the close of CCL/SACE's responses, CCL/SACE's witness(es) responsible for the information contained in each response be also indicated.
8. That CCL/SACE provide the undersigned with responses to the Interrogatories as soon as possible but not later than twenty (20) days from the date of service hereof.
10. If the response to any interrogatory is that the information requested is not currently available, state when the information requested will become available.
11. These Interrogatories shall be deemed continuing so as to require CCL/SACE to supplement or amend its responses as any additional information becomes available up to and through the date of hearing.

12. If a privilege not to answer an interrogatory is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

13. If a refusal to answer an interrogatory is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and the costs required to conduct the search.

14. Answer each interrogatory on the basis of the entire knowledge of CCL/SACE, including information in the possession of CCL/SACE, their officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

15. If any interrogatory cannot be answered in full, answer to the extent possible and specify the reasons for CCL/SACE's inability to answer.

### **DEFINITIONS**

1. The terms "CCL/SACE," "You," and "Your" where used in these Interrogatories refers to the South Carolina Coastal Conservation League and the Southern Alliance for Clean Energy, together with their employees, agents, consultants, experts, subsidiaries, affiliates, and other operational or functional units and all officers, directors, owners, members, employees, agents and representatives of these entities. It also includes all other persons acting on behalf of the South Carolina Coastal Conservation League and/or the Southern Alliance for Clean Energy. For Your convenience and in the interest of efficiency, DESC serves these Interrogatories on CCL and SACE collectively, but if the response for either CCL or SACE would vary from the other, please explain the difference in Your response.

2. The term "DESC" where used in these Interrogatories refers to Dominion Energy

South Carolina, Inc.

3. “Document” and “documents” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, work papers, books, records, letters, photographs, correspondence, communications, electronic mail, facsimile, telegrams, cables, telex messages, text messages, evidences of payment, checks, memoranda, notes, notations, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jotting, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, cd roms, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Procedure of any kind in your possession, custody or control or to which you have access or know to exist.

4. “Relate,” “relating,” “relating to,” and “related to” when used in these Interrogatories shall mean recording, summarizing, embodying, constituting, reflecting, digesting, referring to, commenting upon, describing, reporting, listing, analyzing, studying, or otherwise discussing in any way a subject matter identified in the interrogatory, and is defined so as to reach all matters within the scope of discovery pursuant to the Commission’s Regulations and the South Carolina Rules of Civil Procedure, including all information which, though inadmissible at trial,

is reasonably calculated to lead to the discovery of admissible evidence.

5. “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the person was an officer, director, trustee, commissioner, or employee of CCL/SACE, also state the job title and areas of responsibility.

6. “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, e-mail, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in CCL/SACE’s possession or subject to its control, state what disposition was made of it.

7. “Address” means home address, mailing address, school address, and business address.

8. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Interrogatories any information which might otherwise be construed outside their scope.

### **INTERROGATORIES**

1. Give the names and addresses of persons known to CCL/SACE or their counsel to be witnesses concerning the facts of this matter and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of CCL/SACE or their counsel that relate to any claim or defense in this matter.

3. List the names and addresses of any expert witnesses whom CCL/SACE or their counsel propose to use as a witness at the trial or hearing of this matter and state:

- a. the subject matter on which the expert witness is expected to testify;

- b. the conclusions and/or opinions of the expert witness and the basis therefor;
- c. the qualifications of each expert witness and the basis therefor; and
- d. the identity of any written reports or other documents of the expert witness regarding the claims that are the subject of this suit.

4. For each person known to CCL/SACE or their counsel to be a witness concerning the facts of this matter, set forth either a summary sufficient to inform DESC of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

5. If CCL/SACE or their counsel intend to present any witness testimony at the hearing to be held in this matter, please identify each and every such person who CCL/SACE or their counsel intend to present or whose testimony CCL/SACE or their counsel intend to submit. In identifying the persons requested herein, CCL/SACE should identify and include each person's: (a) name; (b) last-known residential and business address; (c) telephone number; and (d) e-mail address.

6. Identify, describe, and explain how CCL/SACE define or propose to determine a "legally enforceable obligation" as contemplated by the Public Utility Regulatory Policies Act of 1978 and its enabling rules and regulations ("PURPA").

7. Identify, describe, and explain the basis for any reserve margin CCL/SACE intend to propose for DESC in connection with the above-captioned proceeding.

8. With respect to any standard offer, form contract power purchase agreement, or any terms or conditions related to either that CCL/SACE intend to propose for DESC in connection with the above-captioned proceeding, identify, describe, and explain CCL/SACE's position regarding whether the Public Service Commission of South Carolina should prohibit any of the following:

- a) termination of the power purchase agreement, collection of damages from small power producers, or commencement of the term of a power purchase agreement prior to commercial operation, if delays in achieving commercial operation of the small power producer's facility are due to the electrical utility's interconnection delays; or
- b) the electrical utility reducing the price paid to the small power producer based on costs incurred by the electrical utility to respond to the intermittent nature of electrical generation by the small power producer.

9. Identify, describe, and explain CCL/SACE's position regarding whether DESC should be permitted, and under what circumstances DESC should be permitted, to curtail qualifying facilities, as defined by PURPA, and explain the basis for any such position.

10. Identify, describe, and explain CCL/SACE's position regarding any methodology that CCL/SACE intend to propose for calculating DESC's avoided costs in connection with the above-captioned matter.

[SIGNATURE BLOCK ON NEXT PAGE]

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*Attorneys for Dominion Energy South Carolina, Inc.*

Columbia, South Carolina  
August 28, 2019